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NOTES OF CASES.

DRUGGISTS—LABELLING POISONS.—The duty to put a label containing the word "Poison" on every poisonous liquid or substance, though imposed by the statute in general terms, is held, in *Wise v. Morgan* (Tenn.), 44 L. R. A. 548, not to extend to medicines compounded upon the prescription of a physician, though they contain poison.

MUNICIPAL CORPORATIONS—TORTS—ULTRA VIRES.—The liability of a municipality for damages caused by negligence in the operation of a ferry which the city officials were operating without authority is denied in *Hoggard v. Monroe* (La.), 44 L. R. A. 477, although it was operated in the name of the city, under authority of the common council.

MUNICIPAL CORPORATIONS—REWARD FOR ARREST OF CRIMINAL.—The offer of a reward for testimony that shall secure the conviction of persons who set fire to buildings within city limits is held, in *People ex rel. Maynard v. Holly* (Mich.), 44 L. R. A. 677, to be within the general power to make regulations for the safety and general welfare of the inhabitants.

See *Winchester v. Redmond*, 93 Va. 711.

FEDERAL COURTS—EFFECT OF REMOVAL OF CASE FROM STATE COURT.—That the removal of a cause from a State to a Federal court transfers exclusive jurisdiction not only of the action then pending, but of the entire cause of action, is held, in *Baltimore & O. R. Co. v. Fulton* (Ohio), 44 L. R. A. 520, which denies the right to recommence the action in a State court after the first action has been dismissed in the Federal court, though it was not dismissed on the merits.

CONTRACTS—JOINT—ALTERNATIVE PAYEES.—In *Slaughter v. Davenport* (Mo.), 51 S. W. 471, it is held that a contract to pay to A, B, or C a sum of money in trust for the purpose of macadamizing a public road, is a joint contract, and all the payees must unite in an action thereon. Citing: 7 Am. & Eng. Enc. Law (2d ed.), 172; *Thieman v. Goodnight*, 17 Mo. App. 420; *Rainey v. Smizer*, 28 Mo. 310; *Capen v. Barrows*, 1 Gray, 376; *Hayden v. Snell*, 9 Gray, 365; *Willoughby v. Willoughby*, 5 N. H. 244.

NEGOTIABLE PAPER—PRINCIPAL AND AGENT.—By direction of defendants, a banking firm, their cashier drew a check on his principals in favor of plaintiff, in payment of the firm's debt. The check was signed in the name of the draughtsman as "cashier." In an action on the check, it was held, That the principals were liable. *Brenner v. Lawrence*, 58 N. Y. Supp. 769.

The general rule of law is, that on an authorized simple contract made in the name of an agent, whereby he uses apt words to charge himself, the principal is liable as well as the agent. But there is well established exception in the case of negotiable paper. Here the rule, according to the better opinion, is, that no